

2-0070

77'

THIS BOOK DOES
NOT CIRCULATE

R E S O L U T I O N

WHEREAS, The Middlesex Council #7, New Jersey Civil Service Association is the exclusive bargaining agent for all office clerical employees and employees of the Parks, Roads, Highways, Bridges and Public Property Departments employed by the County of Middlesex to and including Road Foreman level and Highway and Bridge Inspectors; and

WHEREAS, said Middlesex Council #7, New Jersey Civil Service Association and representatives of the County of Middlesex have completed negotiations pursuant to Chapter 303, Laws of 1968 of the State of New Jersey (Public Employment Relations Commission); and

WHEREAS, agreement concerning wages and working conditions has been reached between Representatives of the County of Middlesex and the Representatives of Middlesex Council #7, New Jersey Civil Service Association which Labor Agreement is attached hereto and is effective from January 1, 1977 to December 31, 1977 covering the following parties: Middlesex Council #7, New Jersey Civil Service Association and the County of Middlesex; and amends the previous contract between said parties; and

WHEREAS, it is the opinion of the Board of Chosen Freeholders that said agreement is in the best interest of the County of Middlesex;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the 1977 Labor Agreement between Middlesex Council #7, New Jersey Civil Service Association and the County of Middlesex shall be and is hereby approved; and

BE IT FURTHER RESOLVED that the Director of this Board shall be and is hereby authorized to enter into an agreement with the above mentioned parties as attached hereto, and the Clerk of this Board shall be and is hereby directed to attest said agreement and to affix thereto the corporate seal of the County of Middlesex; and

BE IT FURTHER RESOLVED that the County Comptroller prepare the necessary requests for amendments to the salary schedules, as required; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and be retroactive to January 1st, 1977; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Personnel Director, County Treasurer, County Comptroller, County Administrator and the New Jersey Department of Civil Service.

DATED: OCT 6 - 1977

I, Mary C. Hudson, Clerk of the Board of Chosen Freeholders of the County of Middlesex and State of New Jersey, do hereby certify that the above is a true copy of a resolution adopted at a meeting of the Board held on OCT 6 - 1977
Mary C. Hudson
Clerk

THIS AGREEMENT made the *6th* day of *Oct* 1977,
between THE COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of
Chosen Freeholders (hereinafter known as the Employer), and THE MIDDLESEX
COUNCIL #7, NEW JERSEY CIVIL SERVICE ASSOCIATION (hereinafter known as the
Association);

WHEREAS, the Association has been selected as the bargaining
agent by the employees to be defined, in accordance with Chapter 303 of the
Laws of 1968, and said Association has been certified as such by the Public
Employees Relations Commission; and

WHEREAS, said Association has been in negotiations with the
Employer pursuant to Chapter 303 of the Laws of 1968; and

WHEREAS, the Association and the Employer have agreed upon
certain terms of employment as a result of the negotiations carried on
pursuant to Law;

NOW THEREFORE, subject to Law as herein provided, the parties
hereto, in consideration of the following mutual promises, covenants and
agreements contained herein, do hereby establish the following terms and
conditions which shall govern the activities of the parties and all affected
employees:

1. RECOGNITION: The Association is hereby designated as the
bargaining agent for all office clerical employees and employees of the Parks,
Roads, Highways and Bridges, and Public Property Departments employed by the
County of Middlesex to and including Road Foreman level and Highway and
Bridge Inspectors. Confidential and Professional employees are excluded.

The above mentioned unit shall not in any way exclude
classifications whereby established procedures, prior agreement, or special
circumstances, the County of Middlesex has recognized Council #7, as

exclusive bargaining agent for its employees.

The appropriate bargaining unit for both the white collar unit and the blue collar include supervisors (as recognized past practice of the Association) in any permanent position (as defined in Civil Service Rules, State of New Jersey, November 30th, 1973).

2. ASSOCIATION REPRESENTATIVES: The Association shall have the right to designate such members of the Association as it deems necessary as Association Representatives and they shall not be discriminated against due to their legitimate Association activities.

Authorized Representatives of the Association shall have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal duties relative to the enforcement and policing of the final agreement reached, so long as such visits do not interfere with proper service to the public.

It is agreed that the Association will furnish to the Superintendent of Parks and Highways and Bridges (Roads), the Sheriff's Office and all other Departments or Offices, a list of duly elected or appointed stewards as of the first day of the current contract year. These stewards will remain in their locations and will not be reassigned to another section of the County during the contract year. It is further understood that this Agreement will not apply to a steward who is promoted during the life of the contract.

3. DUES CHECKOFF: The Employer agrees to deduct from the earnings of each employee Association member dues when said employee has properly authorized such deduction in writing. The deduction formula is to be agreed upon subsequently.

Any member of the Association desiring to resign from the Association will be permitted to do so only on two specific occasions during the calendar year, i.e. on or before January 1st or July 1st. This request must be in writing to the President of the Association.

4. HOURS OF WORK: The work hours for the white collar unit are to be as follows: 8:30 a.m. to 4:15 p.m., with forty-five (45) minutes for lunch, and these hours are to remain in effect until mutually changed. Either party has the right to request a change, and such request is to be the subject for negotiations. All other employees will work 40 hours per week.

It is agreed that employees working in the field or on the road travelling from their regular designated work location shall compute their hours of work on a portal to portal basis.

5. OVERTIME: (a) All employees shall be expected to complete their work in the time allotted for the normal working day. Any employees scheduled to work beyond their regularly scheduled workday shall be paid at the rate of time and one-half in pay.

(b) Employees requested to work overtime on Saturday or Sunday, the sixth or seventh work day will be paid time and one half ($1\frac{1}{2}$).

(c) Employees scheduled to work on a holiday shall be paid their regular day's pay plus an additional rate of time and one-half ($1\frac{1}{2}$) for all hours worked.

(d) The following holidays will be paid at double time when an employee is requested to work on these holidays:

New Years

July 4th

Christmas

(e) Overtime shall be scheduled on a reasonable equalized basis where such work is in the nature and normal routine of the job.

(f) Call in pay of four hours minimum for emergencies shall be paid to all employees called to work by the Road Supervisor, Park Superintendent, Superintendent of Public Property, or any other designated representative of the Employer.

6. WAGES AND PAY PERIODS: Effective January 1, 1977, all eligible employees shall receive a wage increase of 6.5% over their December 31, 1976 wages.

7. WAGE INCREASE ELIGIBILITY: All employees in this bargaining unit being carried on the County payroll, or on approved leaves of absence will receive the wage increase negotiated in the following manner and with the following exceptions;

(a) All employees hired in 1976 and thereafter will receive a pro-rata share of the Negotiated Wage Increase (N.W.I.) on the first January following their start of employment i.e., commencing with the month the employee started employment and counting to December 31st, each month of service will represent one-twelfth of the Negotiated Wage Increase (.0833 times number of months of service, times Negotiated Wage Increase equal percentage of raise to be applied). The month in which the employee is hired will be considered a full month for the purpose of computation of this wage increase. The second January and for each subsequent January, they will receive a full share of the Negotiated Wage Increase.

(b) Employees who sever employment with the County prior to the signing of the Memo of Agreement dated June 10th, 1977 will not be included in the wage increase, with the exception of retirees; and deceased employees in which case payment will be made to his/her estate.

(c) MERIT INCREASES - It is understood and agreed that pursuant to the intent of the New Jersey Employer-Employee Relations Act, Chapter 303 Laws of 1968 (N.J.S.A. 34-13A-1 et seq.) all wage increases are limited to the negotiated contractual amounts arrived at by means of the bargaining process. The only exceptions to this policy will be represented by certification to a higher position or a temporary or provisional appointment to a higher position. In these cases the promotion policy as contained in this contract will be observed.

(d) NEW EMPLOYEES - It is the intention of the County in cooperation with the bargaining unit, to start all new employees at the minimum of the rate range. Exceptions to this policy, if they should occur, will be communicated to the Chief Union Representative.

(e) PROMOTIONS - Any employee promoted by Civil Service Certification or provisional appointment will receive a 4% increase on his/her annual base salary at the time of appointment. If the 4% does not equal the minimum of the new salary range he/she will receive the minimum of the new range.

A promoted employee whose name does not appear, or who cannot be reached on a certified list of eligibles which names them as the provisional, will be returned to their previous lower title. The 4% increase will be deducted from their salary and an interested eligible will be permanently appointed to fill the vacancy.

This policy is effective January 1, 1976.

8. SEASONAL EMPLOYEES (SUMMER HELP): Indirect benefits will be limited to Workmen's Compensation and those other benefits provided by law. Employees in this category will not receive vacation days, sick days, holidays, personal days, bereavement days, hospitalization and dental benefits or any other indirect contractual benefits.

9. LONGEVITY: All eligible employees shall be entitled to receive longevity which will be based upon their salary as of December 31, 1976, starting with the completion of the 8th year of service as follows:

9 through 15 years of service	= 2%
16 through 20 years of service	= 4%
21 years and over	= 6%

The rate of longevity paid is to be based upon the Resolution authorizing longevity payments and setting up schedules of payments of same duly adopted by the Employer on March 18, 1971, and as amended.

10. MEDICAL BENEFITS: All full-time and eligible part-time employees and employees' eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross, Blue Shield, and Rider J; at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense.

(a) All full-time and eligible part-time employees shall be covered by the Great-West Life Assurance Company Dental Plan, or a similar plan, at the employer's expense.

(b) The Rutgers Community Health Plan (H.M.O.) is available to the employee as an alternate to Blue Cross, Blue Shield, Rider J and major medical. The County will contribute the same amount toward R.C.H.P. coverage as is contributed toward traditional coverage. In the event R.C.H.P. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

(c) BLUE CROSS, BLUE SHIELD FOR RETIREES - A program for paying the cost of Blue Cross, Blue Shield, Rider J and Major Medical for employees retiring with twenty-five (25) years of service who are sixty-two (62) years of age or older will be formulated for the 1978 contract year.

(d) A DRUG PRESCRIPTION PLAN similar to the present State Drug Prescription Plan will be developed and implemented in the 1978 contract year. Cost of the program will be assumed by the County and a token payment will be charged to the employee for each prescription filled.

11. HOLIDAYS: The present holiday schedule in effect is to be adhered to and also to be observed are any other holidays declared by legally constituted authorities of the County, State and Federal Government.

12. PERSONAL DAYS: All employees shall have three (3) personal holidays in addition to those above for any personal purpose. Personal holiday may not be carried over to the following year. Personal holidays may be taken on separate days or consecutively; however, the employee should, whenever possible, give the Employer one (1) day notice for each personal holiday, to be taken. New employees shall accrue one (1) personal holiday at the end of each fourth month of employment and severance pay shall be calculated considering personal holidays on the basis of one accrued personal holiday per fourth month of employment completed in the year said employment is terminated.

13. BEREAVEMENT: All employees shall be eligible to receive a maximum of three (3) working days leave in the event of the death of his/her spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunts and uncles, and any other relative living in the immediate household, such leave being separate and distinct from any other leave time.

It is understood and agreed that this Bereavement Leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) calendar days next following the day of death until the date of burial. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.

14. VACATIONS: All employees shall be granted vacation leave based upon the following schedule from the date they are hired:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
Less than one year	One working day for each month of service.
One to five years	Twelve working days during each year of service.
Six to nine years	Fifteen working days during each year of service.
Ten to twelve years	Sixteen working days during each year of service.
Thirteen to twenty years	Twenty working days during each year of service.
Twenty first, year or more	Twenty-five working days during each year of service.

It is understood that when reference is made to "six to nine years, etc.", six means the start of the sixth year, etc.

Vacation time accumulation will be based on the Civil Service Ruling now in effect.

The Employer and his designated representatives shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling. All provisions of the Department of Civil Service concerning emergencies, etc., shall be observed by both parties. Employees shall submit requests for vacation time no later than May 1st of each year, with first and second choices. The first choice requested shall be on the basis of seniority. Vacation time may be used on less than a full vacation basis by agreement of the employee's immediate supervisor. It shall be assumed that an employee will

remain in the service for the full calendar year; or portion thereof from date of hire, and is entitled to use all vacation time for that year when requested as permitted by the vacation schedule. Any employee leaving the service of the County shall have unused vacation time paid him. Unearned vacation time used will be deducted from employee's last pay if separation of services occurs.

15. SICK LEAVE: Sick leave shall accumulate at the rate of one and one-quarter ($1\frac{1}{4}$) days per month in the first year of service, commencing in the first month or major portion thereof, from date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick-days, pro-rata, shall be credited to the employee. If separation occurs before the end of the year, and more sick leave has been taken than appropriated on a pro-rata basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. All other proper and authorized leaves as provided in the rules of the Department of Civil Service shall be recognized and constitute part of this agreement.

Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for workmen's compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

16. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT: Employees covered under the terms of this agreement shall be entitled upon retirement to receive a lump sum payment, as supplemental compensation one-half payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000.00) which is credited to him/her on the

employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

17. INJURY LEAVE: All of the requirements of N.J.S. 34:15-1 shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an Injury Leave as more fully set forth in the Codified General Resolutions of the County of Middlesex 4-2.4 and 4-2.6 or any amendments or supplements thereto.

18. JURY DUTY: Should an employee be obligated to serve as a juror he shall receive full pay from the County for all time spent on jury duty. Any remuneration received by the employee from the courts for serving as a juror shall be assigned to the County.

19. BREAKS: Each employee shall be entitled to one fifteen (15) minute break for each half-day period of work (morning and afternoon shall each be considered a half-day period of work and equivalent periods for shift work shall be also considered half-day periods of work).

20. DISCRIMINATION: No employee shall be discharged or discriminated against because of race, creed, sex, color, ethnic background, political affiliation or association activity. If justification for discharge cannot be agreed upon by the employer and the Association, the matter shall be arbitrated in accordance with the arbitration provisions as set forth in this agreement.

21. GRIEVANCE PROCEDURE: Definition: A grievance is any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an

procedure, as contained in this contract, shall be strictly adhered to. It is understood that employees must sign their individual grievances. Grievances without an employees signature shall not be accepted or processed.

22. ARBITRATION: Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Employer and the employees. If the Employer and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, such rules and regulations as may be in effect by the Civil Service Commission which might be pertinent and render his award in writing which shall be advisory. The cost of the arbitrator's fee shall be shared by the Employer and the employee Association. Time extensions may be mutually agreed to by the Employer and the employees.

23. ADHERENCE TO CIVIL SERVICE RULES: The Employer and the Association understand and agree that all rules promulgated by the New Jersey Department of Civil Service concerning any matter whatever not specifically covered in this Agreement shall be binding upon both.

24. ECONOMY LAYOFFS: The Employer agrees that in the event of employee layoffs for bona fide economy reasons with good faith demonstrated on the part of the Employer to the Association, same shall be on the basis of seniority, beginning with temporary help, than provisional employees, and last, permanent employees, according to procedures specified in Civil Service Rules. In no instance shall permanent employees be laid off and part-time employees retained. In all cases, the Employer shall provide proper written notice to permanent employees to be laid off, forty-five (45) days in advance as required by Civil Service Rules.

25. PART-TIME EMPLOYEES: All permanent part-time employees, including provisional employees (but not to include seasonal employees) awaiting examination shall be paid a salary based on the annual wage for the appropriate classification as set forth in the adopted schedule, pro-rata. These employees shall be credited with sick, personal and vacation leave allowances. They shall be entitled to receive holiday leaves for the months in which they are employed.

26. PROMOTIONS: (a) Promotional positions shall be filed in accordance with Civil Service Rules and eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filled. It is understood and agreed that promotions in the classified services shall be viewed and understood as recognition of an employee's efforts and as a career advancement for all employees of the County.

(b) An employee at the maximum pay range for his class of employment shall be given the opportunity to advance to the next higher class where available.

(c) Any employee whose class of employment indicates a higher class is available according to Civil Service job titles shall be given an opportunity to advance to the higher class and higher range of pay, by mutual consent of both parties, provided the employee has served permanently in a satisfactory manner in the lower class for a period of at least one year. If a disagreement arises, said disagreement shall be subject to the grievance procedure.

(d) No employee shall receive a pay cut on promotion.

(See Section 7 (f) Promotions)

(e) If the Employer should request a complete title survey and reclassification survey of any County employment positions covered by this agreement by the Department of Civil Service, the Association will be permitted to take an active part in the survey. To the extent of its vested interest in the employees whom it represents in accordance with all Civil Service rules and regulations and applicable laws the Employer will notify the Association that a survey is taking place and ask for recommendations and cooperate with the Association regarding said survey.

27. RIGHTS AND PRIVILEGES OF THE ASSOCIATION: (a) The Employer agrees to make available to the Association all public information concerning the financial resources of the County together with information which may be necessary for the Association to process any grievance or complaint. All requests shall be made through the Personnel Director.

(b) Whenever any representative of the Association or any employee, is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he shall suffer no loss in pay.

(c) The Association has the use of bulletin boards and mailboxes.

28. PERSONNEL FILES: Employees shall have the right to inspect and review their own individual personnel file upon request to the Employer. The Employer recognizes and agrees to permit this review and examination at any reasonable time. Employee shall have the right to define, explain, or object in writing to anything found in his personnel file. This writing shall become a part of the employee's personnel file.

29. EMPLOYEE EXPENSES: When any class of employment requires the use of specialized equipment, such as rain gear, mechanics' coveralls, and safety equipment; these shall be provided by the Employer at no expense

to the employee. Where mechanics and repairmen provide their own tools for use on County jobs, such employees shall receive a tool replacement if their own personal tool is damaged or destroyed.

30. SAFETY: (a) The Employer agrees to assure the safety and adequacy of all working areas and equipment provided for employment use.

(b) The Employer will appoint a member of the Association to the Safety Committee.

(c) Where safety equipment is provided it is the responsibility of the employee to utilize such equipment.

31. RULES OF EMPLOYER: All rules and regulations promulgated by the Employer for the proper and efficient operation of the employees will be made known to the employees.

32. SUPPER HOUR: Any employee required to work through the supper hour shall be entitled to reimbursement for meals at the rate of three dollars (\$3.50) per meal. The supper hour shall commence when the employee has worked a minimum of ten (10) hours.

33. SAVINGS CLAUSE: It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in effect and become a part of this Agreement.

34. MANAGEMENT RIGHTS: All of the rights, power and authority possessed by the Employer prior to the signing of this agreement are retained exclusively by the Employer subject to only such limitations as are specifically provided in this agreement.

35. NO-STRIKE OR LOCK-OUT: Neither the Association nor the employee or the Employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or lock-out. In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an

arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

36. COMPUTATION ERRORS: During the life of this contract, computation errors may be corrected from the date of determination. These errors may be corrected by Union or Management by mutual consent.

37. It is agreed by both parties that all provisional promotions within C.S.A. #7 will be limited to the classification immediately above the classification of the person concerned whenever practicable. Seniority for provisional promotion will be given prime consideration. It is further understood that this policy will refer only to provisional promotions following finalization of the Contract.

38. It is not the intention of the County that Foremen will perform productive work which normally is done by a non-supervisory employee, except in cases of:

- A. Emergency work.
- B. Work performed for instruction purposes.
- C. Work that cannot be performed by a non-supervisory employee, through lack of familiarity with the work.

39. DURATION OF CONTRACT: It is hereby agreed by the Employer and the Association that this contract shall remain in effect from January 1, 1977 until December 31, 1977.

This agreement may be reopened by either party for the Contract Year 1978 upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31st, 1977.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

MIDDLESEX COUNCIL #7, NEW JERSEY CIVIL SERVICE ASSOCIATION

ATTEST: Cynthia A. Gatrofsky

Cumi Mandeville
Cumi Mandeville, President

BOARD OF CHOSEN FREEHOLDERS

ATTEST: Mary C. Hudson
Mary C. Hudson, Clerk

Thomas J. Molyneux
Thomas J. Molyneux, Director